

S. A. CANTINE
R. C. DIEFENDERFER

IBLA 80-54
80-55

Decided April 10, 1980

Appeals from decisions of the Montana State Office, Bureau of Land Management, rejecting simultaneous oil and gas lease offers. M 44525 (ND), M 44526 (ND) Acq.

Affirmed.

1. Oil and Gas Leases: Applications: Generally -- Oil and Gas Leases:
Applications: Drawings

It is proper to reject a drawing entry card lease offer, given first priority at a drawing, where the offeror's name is affixed by a rubber stamp with initials first, rather than last name first, outside the appropriate boxes.

APPEARANCES: C. M. Peterson, Esq., Poulson, Odell & Peterson, Denver, Colorado, for appellants.

OPINION BY ADMINISTRATIVE JUDGE THOMPSON

The simultaneous noncompetitive drawing entry card (DEC) oil and gas lease offer submitted by S. A. Cantine was drawn with the first priority in the August 1979 drawing for parcel M 44525 (ND) (IBLA 80-54) in the Montana State Office, Bureau of Land Management (BLM). Similarly, an offer submitted by R. C. Diefenderfer was drawn with first priority in the August 1979 drawing for parcel M 44526 (ND) Acq. (IBLA 80-55). The Montana State Office, on September 19, 1979, issued decisions rejecting these offers for failure to conform to the printed instructions on the cards. Each appellant had used a rubber stamp to place both name and address on the DEC's, rather than marking the required information in the boxes provided. Each name was stamped

initials first, then last name, rather than last name first, as indicated below the appropriate boxes. Because the same issue is involved in each appeal, these appeals have been consolidated for decision.

Appellants argue primarily that their lease offers were rejected for the kind of "trivial and inconsequential" reasons criticized by the United States Court of Appeals for the Tenth Circuit in Winkler v. Andrus, 594 F.2d 775 (1979). Appellants point out that the Board's strict interpretation of the phrase "fully executed" has indeed been tempered where variations were trivial and inconsequential. E.g., Ed Pendleton, 40 IBLA 103 (1979) (state name stamped above parcel number); Clayton Chessman, 34 IBLA 263 (1978) (state name stamped above boxes); Margaret A. Ruggiero, 34 IBLA 171 (1978) (exclusion of DEC's corrected with "white-out" fluid held improper). Appellants argue also that all required information appears clearly on their cards, that stamped names and addresses have not been shown to create any administrative burden, and that rejection constitutes a change in Departmental interpretation of the regulations.

[1] Regulation 43 CFR 3112.2-1(a) requires that each DEC be "signed and fully executed." The instructions on the card require that it be "fully completed." The Board has repeatedly held that the failure to complete the required information on a simultaneous oil and gas DEC, as specified on the card, renders the card defective and requires rejection of the offer. E.g., Martin M. Sheets, 32 IBLA 7 (1977) (state designation omitted); Melvin C. Hudson, 28 IBLA 359 (1977) (signature omitted); Raymond F. Kaiser, 27 IBLA 373 (1976) (zip code omitted); Grace M. Williams, 26 IBLA 232 (1976) (address omitted); John R. Mimick, 25 IBLA 107 (1976) (date omitted); Ray Flamm, 24 IBLA 10 (1976) (postdated DEC). But see Kathleen A. Rubenstein, 46 IBLA 30 (1980), where the surname was affixed in the proper place and an initial used in the space for a first name, the failure to use the complete first name was not a ground for rejection. Efficient administration of the simultaneous leasing program, in the face of the huge volume of cards filed, requires strict adherence to the requirements to ensure fairness and uniformity in the drawings. William K. DuKate, 35 IBLA 51 (1978).

The stamped information on appellant's DEC does not strictly comply with the instructions which indicate that the last name should be inserted first, then first name and middle initial in the boxes provided. Stamping the first name first has been held invalid by this Board, due to possible confusion between first name and last name in BLM offices. Gordon N. Blair, 41 IBLA 288 (1979); Irving B. Brick, 36 IBLA 235 (1978), *aff'd*, Brick v. Andrus, Civ. No. 78-1814 (D.D.C. June 7, 1979), appeal pending. A DEC is prima facie defective where the offeror's name is not inserted on the appropriate line and in the indicated order. In L. E. Diefenderfer, 45 IBLA 108 (1980), it was emphasized that where an offeror disregards the instructions and fails to affix the name in the appropriate spaces on the card in the order

specified, the offer is properly rejected. That case is controlling here as apparently the facts are the same; namely, the initials were affixed first with the surname last.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decisions appealed from are affirmed.

Joan B. Thompson
Administrative Judge

We concur:

Frederick Fishman
Administrative Judge

James L. Burski
Administrative Judge

